

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5		Page 1 Of 15	
2. Contract (Proc. Inst. Ident) No. DAAE20-99-C-0114		3. Effective Date 1999SEP27		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-B PEGGY FRAZIER (309) 782-4179 ROCK ISLAND IL 61299-7630 e-mail address: FRAZIERP@RIA.ARMY.MIL		Code W52H09		6. Administered By (If Other Than Item 5) DCMC TWIN CITIES 3001 METRO DRIVE BLOOMINGTON MN 55425-1573 SCD B PAS NONE ADP PT HQ0339		Code S2401A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) HONEYWELL INC AVIONICS DIV/MILITARY SALES 2600 RIDGWAY PARKWAY MINNEAPOLIS MN 55413-1719 TYPE BUSINESS: Large Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
Code 94580 Facility Code				9. Discount For Prompt Payment			
11. Ship To/Mark For SEE SCHEDULE				12. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In: Item 12	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data ACRN: AA 97 X4930AC9G 6D 2571 S1111690P223 W52H09			
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee		15C. Quantity		15D. Unit	
				15E. Unit Price		15F. Amount	
Contract Expiration Date: 2004SEP28				15G. Total Amount Of Contract		\$460,735.00	
16. Table Of Contents							
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	C	Description/Specs./Work Statement		X	J	List of Attachments	14
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	6		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	7				
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X	H	Special Contract Requirements	9		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor s Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government s solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer JERRY YOWELL YOWELLJ@RIA.ARMY.MIL (309) 782-6736			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ (Signature of Contracting Officer)			
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-C-0114 MOD/AMD	Page 2 of 15
Name of Offeror or Contractor: HONEYWELL INC		

SECTION A - SUPPLEMENTAL INFORMATION
SECTION A - SUPPLEMENTAL INFORMATION

1. THIS CONTRACT IS ISSUED PURSUANT TO 10 USC 2304(C)(2), AS AUTHORIZED BY PARAGRAPH 6-302-1 OF THE FAR.
2. AWARD AND FUNDING OF THIS COST PLUS FIXED FEE IHADSS SPARES ENGINEERING TECHNICAL SUPPORT EFFORT WILL BE FOR 5 YEARS IN ACCORDANCE WITH THE AGREEMENT BETWEEN BOTH PARTIES.
3. THE TOTAL PERFORMANCE PERIOD FOR THIS 5 YEAR EFFORT WILL BE FROM 01 OCTOBER 1999 THRU 30 SEPTEMBER 2004.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STATEMENT OF WORK AT ATTACHMENT 001 AND THE NEGOTIATED AGREEMENT BETWEEN BOTH PARTIES.
4. A BREAKDOWN OF THE NEGOTIATED YEARLY COSTS ARE AS FOLLOWS:
- | | | | | | |
|-------|------------------|-----------------|-----------------|-----------------|-----------------|
| | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
| COST | \$121,812 | \$71,950 | \$74,163 | \$76,414 | \$78,707 |
| FEE | <u>\$ 10,855</u> | <u>\$ 6,409</u> | <u>\$ 6,607</u> | <u>\$ 6,807</u> | <u>\$ 7,011</u> |
| TOTAL | \$132,667 | \$78,359 | \$80,770 | \$83,221 | \$85,718 |
5. FUNDING FOR THE COST PORTION OF THIS CONTRACT IS PROVIDED AT CLIN 0001AA IN THE AMOUNT OF \$423,046.
6. FUNDING FOR THE FEE PORTION OF THIS CONTRACT IS PROVIDED AT CLIN 0001AB IN THE AMOUNT OF \$37,689.
7. THE TOTAL AMOUNT OF THIS 5 YEAR CPFF CONTRACT IS \$460,735.

*** END OF NARRATIVE A001 ***		
<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
- b. If you think that this solicitation:
- 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed
- you should first contact the buyer or the Procurement Contracting Officer (PCO).
- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:
- U.S. Army TACOM-RI
AMSTA-CM-CR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: AMSTA-AC-PC@ria.army.mil
- e. If you contact the Ombudsman, please provide him with the following information:
- (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;

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(4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-2	52.233-4503 TACOM-RI	AMC-LEVEL PROTEST PROGRAM	JUN/1998
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(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-3	52.243-4510 TACOM-RI	DIRECT VENDOR DELIVERY	JAN/1999
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In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

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A-4 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

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Name of Offeror or Contractor: HONEYWELL INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>COST</u>				\$ 423,046.00
	ESTIMATED				
	NOUN: IHADSS				
	SECURITY CLASS: Unclassified				
	PRON: M190P223M1 PRON AMD: 01 ACRN: AA				
	AMS CD: 060015H3998				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DLVR SCH				
	REL CD QUANTITY DATE				
	001 0 30-SEP-2004				
	\$ 423,046.00				
	<u>FIXED FEE</u>				\$ 37,689.00
	NOUN: IHADSS				
	SECURITY CLASS: Unclassified				
	PRON: M190P223M1 PRON AMD: 01 ACRN: AA				
	AMS CD: 060015H3998				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DLVR SCH				
	REL CD QUANTITY DATE				
	001 0 30-SEP-2004				
	\$ 37,689.00				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>DD 1423 CONTRACT DATA REQUIREMENTS</u>				
	SECURITY CLASS: Unclassified				
	Contractor will prepare and deliver the				
	technical data in accordance with the				
	requirements, quantities and schedules				
	set forth in the Contract Data				
	Requirements Lists (DD Form 1423),				
	Exhibit A. A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination ACCEPTANCE: Destination				

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

Name of Offeror or Contractor: HONEYWELL INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	M19OP223M1	AA	2	97	X4930AC9G 6D	2571	S111169OP223		W52H09	\$ 423,046.00
	060015H3998									
0001AB	M19OP223M1	AA	2	97	X4930AC9G 6D	2571	S111169OP223		W52H09	\$ 37,689.00
	060015H3998									
									TOTAL	\$ 460,735.00
SERVICE								ACCOUNTING		OBLIGATED
<u>NAME</u>		<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>		<u>AMOUNT</u>
Army		AA		97	X4930AC9G 6D	2571	S111169OP223	W52H09	\$	460,735.00
									TOTAL	\$ 460,735.00

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.			
b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.			
(End of clause)			

(HS7506)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-7	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-8	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-9	52.216-7	ALLOWABLE COST AND PAYMENT	APR/1998
I-10	52.216-8	FIXED FEE	FEB/1997
I-11	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-12	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-13	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-14	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-15	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-16	52.232-17	INTEREST	JUN/1996
I-17	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-18	52.232-25	PROMPT PAYMENT	JUN/1997
I-19	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-20	52.233-1	DISPUTES - ALTERNATE I	DEC/1998
I-21	52.233-3	PROTEST AFTER AWARD - ALTERNATE I	AUG/1989
I-22	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-23	52.242-13	BANKRUPTCY	JUL/1995
I-24	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE I	APR/1984
I-25	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-26	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-27	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-28	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-29	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-30	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		
I-31	52.202-1	DEFINITIONS	OCT/1995

(a) "Head of the agency" (also called agency head) or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

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(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

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(End of Clause)

(IF7252)

I-32 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

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(End of Clause)

(IF7211)

I-33 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	STATEMENT OF WORK	07-JUL-99	004	
Attachment 002	DD 1423 CONTRACT DATA REQUIREMENTS	23-SEP-99	001	

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Name of Offeror or Contractor: HONEYWELL INC			

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.233-2	SERVICE OF PROTEST	OCT/1995

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)
- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.
- (c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.
- (End of Provision)

(LF6254)